



## APPENDIX B

Re: Your Past Noncompete Agreement with O-I

Dear [name of Employee]:

You are receiving this letter because you are an Employee affected by a consent Order that we have entered into with the Federal Trade Commission (“Commission”).

As you know, O-I had previously required certain categories of employees not to compete with O-I for one year following their employment with the company. Earlier this year, we decided that such Noncompete Agreements for these categories of employees are no longer aligned with our talent goals. We previously announced this change, stating that we rescinded and will no longer enforce our Noncompete Agreement with you.

The Commission has been investigating the use of noncompete agreements by O-I and other companies in the glass-manufacturing industry. As part of this investigation, O-I has entered into a settlement agreement with the Commission. The Commission has alleged that O-I’s use of Noncompete Agreements with you and other employees has a tendency to restrict job mobility and harm competition and is unlawful. We have entered into a consent Order with the Commission under which we will not reinstate these Noncompete Agreements for 20 years. Consistent with our prior announcement, any Noncompete Agreement between you and O-I is null and void.

### **What is a Noncompete Agreement?**

A Noncompete Agreement restricts an employee’s ability to seek or accept a job with another company, to operate their own business, or otherwise to compete with their former employer after they’ve left the company. These agreements sometimes (but not always) use words like “non-competition” or “non-compete.”

### **How the FTC Order affects you**

The FTC Order requires us to:

1. Cancel all Noncompete Agreements with current or former employees in the positions identified in the Order;
2. Stop entering into Noncompete Agreements with employees in those positions, and
3. Release you from the Noncompete Agreement with us.

This means that once you stop working for O-I:

- You may seek or accept a job with any company or person – even if they compete with O-I.
- You may run your own business – even if it competes with O-I.
- You may compete with O-I at any time after you leave O-I.



We can still enter or enforce Agreements that prevent current or former employees from using or disclosing O-I's trade secrets – for example, if the employee goes to work for someone else.

### **Where to get more information**

To learn more about this case, please read the attached Decision and Order in *In re O-I Glass, Inc.*, C-xxxx, or visit [URL that goes to the ftc.gov press release]. This letter summarizes the main points of the case, but the only official source of information is the FTC Order. The Decision and Order reflects a settlement between the FTC and O-I and does not constitute an admission by O-I that it has violated the law or that any of the facts alleged by the FTC regarding O-I's conduct are true.

If you have concerns about whether O-I or any O-I employees are complying with their obligations under the Order – or how the Order applies to you or your colleagues – contact the O-I legal department at [phone], [email], or the FTC by contacting [name], [phone], [email].  
Sincerely,

[name and title]